

## CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation, hereinafter  
referred to as  
**"OWNER"**

AND

GOSSEN LIVINGSTON ARCHITECTURE,  
hereinafter referred to as  
**"ARCHITECT"**

WHEREAS, The CITY is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT; and

WHEREAS, the **OWNER** desires to have plans and specifications prepared and to complete Professional Services for Improvements at the Fire Training Facility hereinafter referred to as the "PROJECT"; and

WHEREAS, **ARCHITECT** wishes to provide professional services to the **OWNER** to do such evaluation, preparation of plans and specifications, and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

### **I. PURPOSE:**

The **OWNER** employs the **ARCHITECT** and he agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, Fire Training Facility Improvements, located generally at 4780 E. 31st S., Wichita, Sedgwick County, Kansas.

### **II. BASIC SERVICES:**

The **ARCHITECT** shall render all architectural services necessary as set out in **EXHIBIT "A"** a copy of which is attached hereto and which is incorporated herein by reference.

### **III. THE ARCHITECT AGREES**

- A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- B. To attend meetings with the **OWNER** and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "A").
- C. To make available during regular office hours, all calculations, sketches and drawings such as the **OWNER** may wish to examine periodically during performance of this Agreement.

- D. To save and hold **OWNER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **ARCHITECT**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **ARCHITECT** and, where relevant to method of payment, to make such material available to the **OWNER**.
- F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **OWNER'S** Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- H. To complete the services to be performed by **ARCHITECT** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **ARCHITECT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **ARCHITECT**.
- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **ARCHITECT** under this Agreement. **ARCHITECT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **ARCHITECT**, its agents, employees and subcontractors, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. **ARCHITECT** shall procure and maintain such insurance as will protect the **ARCHITECT** from damages resulting from the negligent acts of the **ARCHITECT**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory Employer's Liability  
\$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the

**ARCHITECT** that shall be written in a comprehensive form and shall protect **ARCHITECT** against all claims arising from injuries to persons (other than **ARCHITECT'S** employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of **ARCHITECT**, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the **OWNER** before the time **ARCHITECT** starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the **OWNER** shall be given thirty (30) days written notice by the insurance company before such policy is canceled.

- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **ARCHITECT** agrees to advise the **OWNER**, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The **ARCHITECT** shall also advise the **OWNER** of any changes in the person designated Project Manager. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

The designated Project Manager SHALL coordinate ALL aspects of this Project through the **OWNER'S** Project Manager. Any requests from any other staff agency, which would affect the **ARCHITECTS** time or expense relative to this Project, **MUST** be approved by the **OWNER'S** Project Manager.

#### **IV. THE OWNER AGREES:**

- A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **ARCHITECT**. Confidential material so furnished will be kept confidential by the **ARCHITECT**.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **ARCHITECT**, except as specified in EXHIBIT "A".
- C. To pay the **ARCHITECT** for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for **ARCHITECT'S** personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise, the **ARCHITECT**, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **ARCHITECT** of any changes in the person designated Project Manager. Written notification shall be provided to the **ARCHITECT** for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ARCHITECT** in a timely fashion.
- G. To save and hold **ARCHITECT** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions, or negligent acts of **OWNER**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

## **V. PAYMENT PROVISIONS:**

The **OWNER** agrees to pay the **ARCHITECT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

- A. For the complete architectural, structural, mechanical, electrical and civil engineering services and other related items including those items identified in SCOPE OF SERVICES, EXHIBIT "A" a single stipulated lump sum fee of One Hundred Eighteen Thousand, Eight Hundred Twenty Dollars (\$118,820.00) which shall constitute complete compensation for the services. This is an inclusive fee and all reimbursable expenses are included. This fee is based on a project scope of \$1,700,000 total project cost inclusive of these fees.
- B. Payments are payable to the **ARCHITECT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **ARCHITECT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the **ARCHITECT** under this agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **ARCHITECT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
- C. When requested by the **OWNER**, the **ARCHITECT** will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. **ARCHITECT** or witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this Agreement.
  - 3. Construction staking, material testing, observation and administration related to the PROJECT.
  - 4. A major change in the SCOPE OF SERVICES for the PROJECT.
- D. If additional work should be necessary, the **ARCHITECT** will be given written notice by the **OWNER** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except based on a Supplemental

Agreement duly entered into by the parties.

- E. If services are rendered by the **ARCHITECT** for the PROJECT(s) or portions of the PROJECT(s), but the **OWNER** elects to cancel the PROJECT(s) or portions thereof the **ARCHITECT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed.
- F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

#### **VI. TIME OF COMPLETION:**

The **ARCHITECT** agrees to complete all Planning Phases of this PROJECT as follows:

- A. For the Schematic Design, Design Development and Construction Document phases one hundred twenty (120) working days from the date of approval of the Contract pending availability of **OWNER** and staff.
- B. The **OWNER** agrees to cooperate with the **ARCHITECT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agrees to furnish promptly to the **ARCHITECT** upon written request any approvals and instructions required to be given by the **OWNER** to the **ARCHITECT** under the terms of the Contract.

#### **VII. REVISIONS OF PLANS:**

Unless the **OWNER** officially in written form has authorized an increase in funds established for the construction estimates of cost, the **ARCHITECT** agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the **OWNER**, to bring the PROJECT within the approved estimated cost, such revisions to be made at his own expense without cost to the **OWNER**, whether or not said plans and specifications have theretofore been approved by the **OWNER**; PROVIDED, that if said plans and specifications have been approved by the **OWNER**, should the **OWNER** desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the **OWNER** shall pay the **ARCHITECT** the cost of making such revisions.

#### **VIII. THE PARTIES HERETO MUTUALLY AGREE:**

- A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the **ARCHITECT'S** inability to proceed with the work, or because the services of the **ARCHITECT** are unsatisfactory; PROVIDED, however, that in any case the **ARCHITECT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the **ARCHITECT'S** actual costs plus a fee for profit based upon a fixed percentage of the **ARCHITECT'S** actual costs. The **ARCHITECT** may terminate this Agreement upon giving the **OWNER** 14 days prior written notice for breach

by the OWNER of any material term, including but not limited to payment terms.

- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **ARCHITECT'S** services and payment in full of monies due the **ARCHITECT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications without the prior written authorization of the **ARCHITECT**. The **OWNER** agrees to hold the **ARCHITECT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of such further use without the participation of the **ARCHITECT**.
- C. That the services to be performed by the **ARCHITECT** under the terms of this Agreement are personal and cannot be assigned sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **ARCHITECT**.
- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**, provided, however, that the **ARCHITECT** shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the **OWNER'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **ARCHITECT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the **OWNER** and the **ARCHITECT** provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.
- I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **ARCHITECT** in performing his duties will be paid by the **ARCHITECT**.
- J. The **ARCHITECT** agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the **ARCHITECT** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.

- K. Special Consultants or Subcontractors are those who provide services other than those provided by the **ARCHITECT**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.
- L. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **ARCHITECT**, the **ARCHITECT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.
- M. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.
- N. Unless otherwise provided in this Agreement, the **ARCHITECT** and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carlos Mayans, Mayor

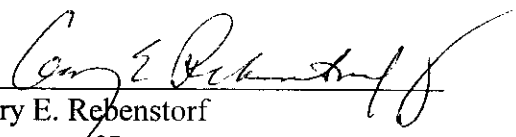
ATTEST:

GOSSEN LIVINGSTON ARCHITECTURE

\_\_\_\_\_  
Karen Sublett  
City Clerk

by   
Mike E. Kandt, AIA, CSI  
Senior Vice President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law



## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **FIRE TRAINING FACILITY IMPROVEMENTS**

##### **Scope of ARCHITECT Design Services**

The following is a listing of design services that will be provided to the City of Wichita to complete the design and construction of:

The Fire Training Facility Improvements

The scope of design services will be to provide architectural and engineering services for the construction of certain improvements to the Wichita Fire Training Facility, located generally at 4780 East 31<sup>st</sup> Street South, Wichita, Sedgwick County, Kansas.

The **ARCHITECT** will furnish or provide as a minimum the following services as listed below:

1. Schematic Design
2. Design Development
3. Preparation of Construction Documents
4. Services during the Bidding Phase
5. Construction Administration Services
6. Structural, electrical, civil, and mechanical engineering services

##### **SCHEMATIC DESIGN PHASE**

The purpose of the Schematic Design Phase is to establish design parameters and **OWNER** objectives relating to the **PROJECT**.

During this phase, the following issues will be addressed as a minimum:

- Review **PROJECT** information.
- Review established options and goals.
- Review prioritized goals, improvements, and modifications as they relate to the development of the schematic design concepts.
- Work with City staff to incorporate existing **PROJECT** requirements.
- Conduct a Pre-Design Meeting to confirm the requirements and standards to be utilized in the overall design of the proposed improvements.
- Compile all available data regarding the proposed site, any as-built drawings, existing designs and/or plans, infrastructure, topographical survey, geology, utility easements, and other information regarding existing known conditions pertaining to the **PROJECT**.

Based on approved plan and construction estimates, **ARCHITECT** will develop design drawings and updated budget to be approved by **OWNER**. This will include, but not be limited to site and floor plans. This phase will also define the location, quantity, and quality of the proposed improvements desirable to complete the PROJECT. This should include, but not be limited to the following:

1. Design will be presented to and have approvals from the City staff.
2. Design will include landscape and screening in accordance with City codes and ordinances. **ARCHITECT** will coordinate final landscape plan and plant selection with the Park and Recreation Department.
3. Designs will meet current applicable code requirements of governing agencies and will comply with requirements of the Americans with Disabilities Act (ADA).
4. Mechanical and electrical systems (including lighting) will be energy efficient and reliable, as determined by **OWNER** and **ARCHITECT**.
5. Plumbing systems will be commercial quality and durable.
6. The design will include conceptual design recommendation(s) by the **ARCHITECT**, supported by at least one colored elevation (If required).
7. Design will include but not be limited to:
  - Signage/graphics as needed.
  - Inspection, evaluation, and recommendation of replacement of existing concrete in driver training area.
  - Addition of a second test pit to accommodate larger fire pumps during testing.
  - Demolition and removal from site of existing training tower.
  - Addition of a new pre-engineered burn tower as approved by Fire Department.
  - Installation of a modern security system to be integrated with existing City systems. System design will be coordinated through Sandifer Engineering.
  - Evaluation of existing HVAC systems with a recommendation for updating or replacement.
  - All lighting will be evaluated with recommendations for upgrades.
  - Addition of a new two bay storage facility.
  - Addition of a new restroom facility and classroom to the existing metal building. This addition will house a 40'x40' classroom, a woman's ADA compliant restroom with 2 lockers and 1 shower, and a men's ADA restroom with 24 lockers and 3 showers.
  - Modify existing office and restroom area.
  - Removal of old concrete block hose tower.
  - Repair existing storage shed roof and doors.
  - Provisions for a 3-phase service, installation of a new 60 amp electrical service for fresh air intake compressor provided by **OWNER**.

8. **ARCHITECT'S** basic design shall anticipate a base bid for construction and "ADD" alternates to allow **OWNER** maximum financial flexibility.

**ARCHITECT** agrees to provide **OWNER** with a written accounting of the **PROJECT** scope and schedule of estimated **PROJECT** costs. In the event **OWNER** does not approve, Paragraph VII of basic Contract will apply.

If their employment is authorized in advance, the **OWNER** will pay the fee of any special consultant for other than the normal structural, mechanical, civil and electrical engineering services.

Furnish five (5) copies of the approved Design and estimated construction budget.

#### **DESIGN DEVELOPMENT PHASE:**

Based on the approved scheme from the previous phase, develop the drawings and outline specifications for the **PROJECT** to the extent all significant systems, structures, materials, equipment and furnishings are realized and can be realistically budgeted.

- A. The drawings and outline specifications are to be sufficiently comprehensive to permit, without need for further architectural study, prompt completion of final detailed plans and specifications.
- B. Provide formal and precise estimate of probable construction cost for all material, equipment, and furnishings as will be provided by the construction contracts under the Construction Documents.
- C. Present the final conceptual design layout and review construction budget and plan.
- D. If required at a final meeting, the final conceptual plan and construction cost estimates will be presented to City staff.
- E. In the event **OWNER** does not approve or the estimate is over the approved budget, Paragraph VII of the basic Contract will apply.

#### **WORKING DRAWINGS AND SPECIFICATIONS PHASE:**

Prepare the detailed construction drawings and specifications after full consideration has been given to the Design Development Phase sketches and estimates. Obtain approvals of State or other agencies to the drawings and specifications. Prepare proposals, forms, and notices to bidders. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical, service-connected equipment, site work, and contract documents satisfactory to the **OWNER** for the effective coordination and efficient execution of the construction work.

The **ARCHITECT** will use the **OWNER'S** Modified Construction Contract and General Conditions packages (AIA 101 and 201 modifications) that have been prepared by the City of Wichita Law Department when American Institute of Architects (AIA) form documents are used in connection with the City's construction of buildings.

Furnish a formal written estimate of the probable cost of constructing the PROJECT according to the completed drawings and specifications, as approved. In the event said cost estimates are not approved by the **OWNER**, Paragraph VII of basic Contract will apply.

Conduct the necessary code analysis, consult with governing authorities having jurisdiction over the PROJECT, and incorporate their requirements into the construction documents for the PROJECT.

Furnish five (5) sets of drawings and specifications.

### **BIDDING PHASE**

Reproduction of the completed plans and specifications for use in bidding purposes will be paid by **OWNER**. **ARCHITECT** will coordinate with **OWNER** for selected reproduction vendor, with vendor invoicing **OWNER** directly.

Review bidding documents for completeness and coordination before release for bids. Issue Bidding Documents to bidders.

Attend pre-bid conference(s) as scheduled to provide guidance to the **OWNER** and to prospective bidders.

Write, coordinate, and otherwise aid in the issuance of addenda or provide clarifications as required.

Assist the **OWNER** in identifying prospective bidders.

Furnish a formal written estimate of probable construction costs in a sealed envelope to the **OWNER'S** Project Manager two (2) days before the bid opening. Provide bid tabulation sheet(s) to the **OWNER'S** Project Manager two (2) days before the bid opening.

Attend formal bid opening(s).

Assist the **OWNER** in receiving and evaluating bids.

Assist the **OWNER** in final recommendation of prime contractor.

Review alternate cost savings methods with the **OWNER** and accepted contractor if PROJECT is over budget.

In the event that bids received exceed the **ARCHITECT'S** final official and approved estimate of construction cost, **ARCHITECT** agrees to cooperate with **OWNER** without

additional architectural fees in revising the PROJECT scope and quality as required to reduce the construction cost. (Refer to Paragraph VII of the basic Contract).

## **CONSTRUCTION PHASE**

Be responsible for the general administration of the PROJECT and provide periodic monitoring of the construction in accordance with professional standards. Review information provided by such inspection bureaus and testing laboratories as may be employed by the **OWNER** for such work. Endeavor to guard the **OWNER** against defects and deficiencies in the work of contractors. The **ARCHITECT** will condemn work that fails to conform to the Contract Documents. The **ARCHITECT** will prepare certificates of payments due the contractor. By issuing a Certificate for Payment, the **ARCHITECT** will, along with **OWNER'S** Project Manager, represent to the **OWNER** that, to the best of their knowledge, information and belief, based on general practice in the area at this time and based on what their observations have revealed, the quality of work is in accordance with the Contract Documents.

For changes in the PROJECT, prepare such large – scale or full – size drawings to supplement the working drawings so as to permit the proper completion of the work; review shop drawings and material sample submittals for architectural, structural, and electrical portions of the related facilities.

Provide consultation and advice during construction.

The general monitoring by the **ARCHITECT** is to be distinguished from the continuous on-site inspection of a Project Manager assigned by the **OWNER** (Reference Paragraph IV of the contract for architectural services).

The **ARCHITECT** will designate critical construction observation points in advance to the **OWNER**.

Issue necessary interpretations and clarifications of the Contract Documents.

Prepare a punch list for the construction, and participate in final punch list review.

Secure maintenance and operational manuals from Contractor, including descriptions and maintenance procedures for the new facility.

Deliver to the **OWNER** one (1) set of Xerox or vellums of the contractor's record drawings (plans), as changed or corrected by the Contractor for the PROJECT, such reproductions to become the property of the **OWNER**.

Make final inspection before acceptance of building by the **OWNER**. Complete a final construction report.

**END OF EXHIBIT "A"**

## **EXHIBIT B**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be

binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.